

REMARKS

Claims 1-30 and 33 are pending in the application. Claims 1-12 and 25-29 stand withdrawn.

Applicant appreciates the opportunity for the telephonic interview held between the Examiner and Applicant's attorney, John Conway, on February 13, 2007. During the interview, the Lyden reference was discussed. In particular, Applicant's attorney pointed out that the passages cited in the Office Action of the Lyden reference at the bottom of col. 12 and the top of col. 13 pertain to fig. 7 of the Lyden reference, rather than to figs 8-9 as stated. No agreements on the claim were reached during the interview.

Claims 13-24, 30, and 33 have been amended to better define embodiments of the invention. In particular, each claim now refers to a protective pad for the hip. Support for the amendments is provided at least by paragraph 4 on page 4 of the subject application. No new matter has been added.

Claim Rejections – 35 U.S.C. § 102(b)

Claims 13-24, 30 and 33 stand rejected under 35 U.S.C. 102(e) as being anticipated by Lyden (US 6,681,403).

The rejections for anticipation by Lyden '403 must fail because Lyden '403 does not teach required limitations of the claims. That is, Lyden '403 does not teach a protective pad with a compressible insert made entirely of open cell foam disposed within an air impermeable envelope.

The Office Action of December 19, 2006 states:

“Lyden discloses a protective pad (20.8) that is made of a air impermeable bladder/envelope (28) formed of overlaid sheets that are inherently joined by a unbroken seal which is defined by a chamber that has a compressible insert of open cell foam material (38) therein, col. 12, line 66 - col. 13, lines 14 and as shown in figures 8 and 9. “ (Office Action, page 3, paragraph #3.)

The above excerpt from the Office Action refers to col. 12, line 66 - col. 13, lines 14 of Lyden '403. This passage from Lyden '403 describes fig. 7 of Lyden, rather than figs. 8 and 9, as stated. Fig. 7 of Lyden clearly shows the open cell foam material 38 attached to the outside of the bladder envelope 28. Note that the description of the embodiments of figs. 8-9 makes no mention of using open cell foam for an insert.

Claim 13 of the subject application requires (in part):
“...

a. a compressible foam insert disposed within the chamber, a part of the insert stuck to the envelope and no part of the seal holding the insert, wherein all foam in the insert is open cell foam and the seal is unbroken.”

Thus, Lyden cannot anticipate Claim 13 because Lyden does not teach required limitations of Claim 13, i. e., an open cell foam insert disposed within the envelope.

It should be noted that the embodiment of Lyden fig. 7 does not provide important advantages provided by the embodiment of the invention of Claim 13. These advantages include that the open cell foam materials are protected by the air impermeable envelope from damage during washing and that the

open cell foam encapsulated by the air impermeable envelope provides superior cushioning compared to a pad with a closed cell foam insert.

Claims 14-20 depend from Claim 13 and add further limitations. Claims 14-20 are deemed not anticipated by Lyden for at least the same reasons as for Claim 13.

Claim 21 requires (in part) a washable protection pad comprising a water-impermeable envelope with a chamber with

“...

b. a compressible foam insert at least partially disposed within the chamber,
wherein all foam in the insert is open cell foam and the seal is unbroken.”

As shown above, the foam insert of the embodiment of fig. 7 of Lyden is wholly disposed outside the envelope 28. Thus, Lyden '403 cannot anticipate Claim 21 of the subject application. Claims 22-24 depend from Claim 21 and add further limitations. Claims 22-24 are, therefore, deemed not anticipated by Lyden for at least the same reasons as for Claim 21.

Method Claim 30 requires (in part):

“...providing a protective pad, the pad comprising
an air-impermeable envelope, the envelope comprising overlaid sheets
joined by a seal, the sheets defining a chamber, and
a compressible foam insert disposed within the chamber, a part of the
insert stuck to the envelope and no part of the seal holding the insert,
wherein all foam in the insert is open cell foam and the seal is unbroken;
...”

As shown above, the open cell foam insert of the embodiment of fig. 7 of Lyden is wholly disposed outside the envelope 28. Thus, Lyden '403 cannot anticipate Claim 30 of the subject application. Claims 33 depends from Claim 30 and add further limitations. Claims 33 is, therefore, deemed not anticipated by Lyden for at least the same reasons as for Claim 30.

Reconsideration of all claims and a notice of allowance are requested. If any additional fees are required for the timely consideration of this application, please charge deposit account number 19-4972. The Examiner is requested to telephone the undersigned if any matters remain outstanding so that they may be resolved expeditiously.

Respectfully submitted,

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